

# EXHIBIT F

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Terrorist Attacks on September 11, 2001	03-md-1570 (GBD)(SN)
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This document relates to:

*August Bernaerts, et al. v. Islamic Republic of Iran*, No. 1:19-cv-11865 (GBD) (SN)

**DECLARATION OF FAMILIAL RELATIONSHIP**

I, Jude Monteserrato a/k/a Judith Monteserrato, declare under penalty of perjury, as provided for by 28 U.S.C. § 1746, that the following statements are true and correct:

1. My name is Jude Monteserrato, and I was the life partner of John Michael Sbarbaro (“John”) who died on September 11, 2001 (“9/11”) when the World Trade Center collapsed. I submit this Declaration to demonstrate I was the functional equivalent of John’s spouse.

2. John and I began dating in 1986. We met at work when we both worked for Chase Manhattan Bank. Starting in 1992, we moved in together in Brooklyn, New York, where we resided until John’s tragic death on 9/11.

3. As life partners, John and I both contributed financially to our life together. We paid equally the mortgage, condo fees, utilities, and food bills, we purchased a timeshare in Sanibel Island, Florida (*see* Exhibit 1), were the beneficiary of each other’s accounts (including life insurance, investment accounts, and IRAs) (*see* Exhibit 2), shared expenses for trips, and saved for the future together. While John was the title holder of our condo, he notarized a letter stating the condo should go to me, “The love of my life,” if he passed away (*see* Exhibit 3), and I received the condo (*see* Exhibit 4) from John’s mother on this basis. John’s mother previously told me I was John’s wife even though we were not legally married.

4. At the time of John's death, we lived together and shared our lives. John and I did everything together, including commuting to work (our offices were nearby). We traveled to, among other places, Colorado, Utah, and Vermont to ski, South Carolina, Hawaii, the Hamptons, and Lake George. I will never forget when John surprised me with an all-expense-paid first-class trip to Maui when I turned 40 years old. John even contacted my boss to get the time off from work. I hoped to take John to Scotland for his 50<sup>th</sup> birthday because he dreamed of playing golf there. We looked forward to going on many more adventures together.

5. In addition to experiencing new things, John and I also had our rituals of things we enjoyed together. For example, John and I celebrated birthdays and special occasions at Nobu and Windows on the World (the restaurant at the top of the World Trade Center).

6. In addition to the happy times we spent together, John and I were there for each other through difficult times. John supported me when I had cancer and when my brother passed away, and I supported John when his sister passed away. John always came with me to the hospital and to doctor's visits. It brought my parents great comfort that John was always there with me. I was also always there for John when he was sick and took him to the hospital.

7. There is no doubt that John and I were family. While we were never formally engaged and did not have a formal marriage ceremony, we were committed to each other as "husband and wife" and planned to be together forever. We had a relationship akin to a married couple and loved each other immensely. *See* photos attached as Exhibit 5. In fact, people said we were "more married" than most married couples. Together we attended family gatherings and celebrated holidays with each other's families. We were very close with each other's families, and I was particularly close with John's sister, who was like a sister to me. Both of our families got along well, and we all celebrated John's 40<sup>th</sup> birthday together.

8. In fact, based on being John's domestic partner, I received a September 11th Victim Compensation Fund ("VCF") award (from my own application), proceeds from John's family's VCF award, funds from the American Express 9/11 Fund and Robin Hood Fund, Families of Freedom paid for some of my courses to become a professional yoga instructor, and Cantor Fitzgerald honored me as John's "wife" and paid my health insurance for 10 years.

9. Upon hearing news of the terrorist attack at the World Trade Center, I prayed John would be found alive. I contacted hospitals and put up missing persons pictures of John. I did not want to believe the love of my life left this world so suddenly and unexpectedly, but I eventually had to accept the terrible truth that John was really gone.

10. When I woke up on 9/11, I never imagined I would never see John again. After all, John and I looked forward to spending the rest of our lives together. John was stolen away from me, and I feel his loss every day and share fond memories of him. He is forever in my heart. I purchased a cobblestone at the 9/11 Memorial (*see* Exhibit 6) and got a tattoo (*see* Exhibit 7) in John's memory. I also bought John a plot in a cemetery on Long Island and bought the neighboring plot for myself, so our tombstones will be next to each other. *See* Exhibit 8.

11. John and I shared our lives as committed life partners with the deepest love for one another. We considered each other to be family. Accordingly, I should be deemed the functional equivalent of John's spouse.

Executed on: \_\_\_\_\_

Name (Signature): Jude Monteserrato / Judith Monteserrato

Name (Print): Jude Monteserrato a/k/a Judith Monteserrato

# EXHIBIT 1

**NORTH AMERICAN TITLE INSURANCE AGENCY, INC.**

11595 Kelly Road, Fort Myers, Florida 33908

(941) 454-1600 454-6828 Fax

Timeshare Direct Line (941) 454-0222

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June 15, 2001

JOHN SBARBARO and JUDY MONTESERRATO

BROOKLYN, NY

Our File Number: 52701CF

Dear Friends:

In connection with your recent purchase, enclosed, please find your copy of the signed, unrecorded Warranty Deed.

The original has been sent to the courthouse for recording. Upon receipt of the same back in our office, we will forward the original to you along with your Owners Title Insurance Policy.

It has been a pleasure to handle this closing for you and we look forward to working with you again in the future. If you should have any questions regarding any of the the above mentioned, please feel free to contact our office, and ask for Angel.

Sincerely,

NORTH AMERICAN TITLE  
INSURANCE AGENCY, INC.

encl.

Established in 1979

RECORDING FEE - \$6.00

DOCUMENTARY STAMP TAX - \$94.50

This Instrument Prepared By/Return to:

Angelique J. Habig of:

NORTH AMERICAN TITLE

INSURANCE AGENCY, INC.

11595 Kelly Road

Fort Myers, Florida 33908

Grantee(s) S.S. #:

Strap Number: [REDACTED]

File Number: 52701CF

**WARRANTY DEED**This Indenture made this 8 day of June, 2001, BETWEEN

DONALD V. COOK

of [REDACTED] DECATUR, GA [REDACTED] as GRANTOR\*, and

JOHN SBARBARO and JUDY MONTESERRATO, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP  
of [REDACTED] BROOKLYN, NY [REDACTED] as GRANTEE\*

(\*"Grantor" and "Grantee" are used herein for singular or plural, and any gender shall include all genders as context requires)

**WITNESSETH**, That the said Grantor, for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has agreed, has granted, bargained and sold unto the Grantee and Grantee's heirs, or successors; and assigns forever the following described land located in the County of Lee, State of Florida, to-wit:

UNIT WEEK(S) NO. 17 IN CONDOMINIUM PARCEL NO. 145 OF CASA YBEL BEACH AND RACQUET CLUB PHASE F, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1354 AT PAGE 1039, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO IF ANY.

THE GRANTOR WARRANTS THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE GRANTOR'S HOMESTEAD AS THAT TERM IS DEFINED PURSUANT TO ARTICLE X, SECTION 4, CONSTITUTION OF THE STATE OF FLORIDA BECAUSE NEITHER THE GRANTOR NOR ANY DEPENDENTS OF GRANTOR RESIDE ON THE ABOVE DESCRIBED REAL PROPERTY OR UPON ANY REAL PROPERTY CONTIGUOUS THERETO.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY:

**TO HAVE AND TO HOLD**, the same in fee simple, together with an undivided remainder in fee simple and an estate for years.

**AND** the grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing for the current and subsequent years.

**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

TWO SEPARATE WITNESSES REQUIRED

x [Signature]x [Signature]  
DONALD V. COOKx [Signature]STATE OF GACOUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 8 day of June, 2001 by DONALD V. COOK who is/are personally known to me or who has/have each produced GAOL 030650322 as identification.  
\_\_\_\_\_ personally known to me \_\_\_\_\_ provided identification as indicated above \_\_\_\_\_ did take an oath \_\_\_\_\_ did not take an oath

Notary Public - DeKalb County, Georgia  
My Commission Expires July 29, 2002

EXPIRATION DATE XSERIAL NUMBER X  
(SEAL) Xnonex [Signature]  
NOTARY PUBLIC SIGNATUREx Rita Novak  
NOTARY NAME TYPED-PRINTED OR STAMPED

# **EXHIBIT 2**





**Phoenix Home Life**

**Variable Annuity Application**  
Annuity Ticket ☐ Yes ☐ No

**1 Annuitant(s)**

If no Contract Owner is specified in Box 2 below, the Annuitant will be the Contract Owner.

☒ **Primary Annuitant**

Name JOHN M. SBARBARO  
Phone 718-680-0225 Social Security Number [REDACTED]  
Address (No., Street) [REDACTED]  
(City, State, Zip Code) BROOKLYN N.Y.  
Sex ☒ Male ☐ Female Date of Birth 56

☐ **Contingent Annuitant** (Complete only if Owner differs from Annuitant)

Name \_\_\_\_\_  
Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Address (No., Street) \_\_\_\_\_  
(City, State, Zip Code) \_\_\_\_\_  
Sex ☐ Male ☐ Female Date of Birth \_\_\_\_\_

**2 Contract Owner(s)**

Complete only if different from Annuitant.

☐ **Contract Owner**

Name \_\_\_\_\_  
Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Address (No., Street) \_\_\_\_\_  
(City, State, Zip Code) \_\_\_\_\_  
Sex ☐ Male ☐ Female Date of Birth \_\_\_\_\_

☐ **Joint Owner (Between spouses only)**

Name \_\_\_\_\_  
Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Address (No., Street) \_\_\_\_\_  
(City, State, Zip Code) \_\_\_\_\_  
Sex ☐ Male ☐ Female Date of Birth \_\_\_\_\_

**3 Beneficiary Designations**

a. Annuitant's Primary Beneficiary JUANITA MONTESERRATO  
Annuitant's Contingent Beneficiary KATHRYN SBARBARO  
b. Owner's Beneficiary (Complete ONLY if owner differs from annuitant)  
Owner's Contingent Beneficiary \_\_\_\_\_

Relationship to Annuitant S/O  
Relationship to Annuitant SISTER  
Relationship to Owner \_\_\_\_\_  
Relationship to Owner \_\_\_\_\_

**4 Type of Plan**

☐ Non-Qualified ☒ **Qualified (Indicate type below)**

☒ IRA: ☐ Regular Contributory ☐ Direct Rollover ☒ Transfer  
Tax year to which contributions apply \_\_\_\_\_

☐ Simplified Employee Pension IRA (Include IRS Form 5305-SEP)  
☐ Section 401 Corporate Plan (Include Form PT 352); ☐ Corp. ☐ Keogh, ☐ Profit Sharing, ☐ Money Purchase  
☐ Section 403(b) TSA - This Application must be signed by the Employer of the Owner-Annuitant. The Employer states that it is an educational organization described in Internal Revenue Code section 170(b)(1)(A)(ii); a tax-exempt organization described in Code section 501(c)(3); or a State, political subdivision of a State, or an agency or instrumentality of one of the foregoing. (The Employer further states that only amounts deferred by the Owner-Annuitant under a salary reduction agreement with the Employer will be applied to this annuity contract.)

**5 Purchase Payments**

The minimum initial payment for non-qualified contracts is \$1,000 and the minimum subsequent payment is \$25. The minimum initial and subsequent payment for IRA and Check-O-Matic contracts is \$25. For tax qualified or employer sponsored plan contracts, the minimum planned annual premium is \$1,000 or its monthly equivalent of \$83.33.

INITIAL PREMIUM PAYMENT: An initial payment of \$ 38,469.58\* is attached, being transferred  
SUBSEQUENT PURCHASE PAYMENTS will be flexible unless otherwise noted as follows: \$ \_\_\_\_\_

☐ Annual  
☐ Semi-Annual  
☐ Quarterly  
☐ Monthly  
☐ Check-O-Matic

☐ Billing Notices are requested. Send bills to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Note: If Check-O-Matic has been elected, please complete the attached authorization card and include a voided check.

OL 1754 NY 2-93

**6 Sub-Account Allocation**  
Use full percentages.

<u>50</u> % Growth	_____ % Total Return	_____ % GIA	<u>25</u> % Wanger U.S.
_____ % International	_____ % Bonded	_____ % Real Estate	<u>25</u> % Wanger Int'l
_____ % Money Market	_____ % Bond	_____ % Strategic Theme	_____ % Other

TEMPORARY MONEY MARKET ALLOCATION ☐ Yes ☒ No If yes, I elect to temporarily allocate my premiums to the Big Edge Money Market sub-account until termination of the Right to Cancel period as stated in the policy.

**7 Dollar Cost Averaging**

a. Transfer Amount \$ \_\_\_\_\_ (\$2,000 Minimum in sending Sub-account)

b. Select one deposit sub-account:

<input type="checkbox"/> Money Market	<input type="checkbox"/> Guaranteed Interest Account	<input type="checkbox"/> Balanced	<input type="checkbox"/> Growth
<input type="checkbox"/> Total Return	<input type="checkbox"/> Bond	<input type="checkbox"/> International	<input type="checkbox"/> Annual

c. Indicate Frequency of Transfer ☐ Monthly ☐ Quarterly ☐ Semi-Annual

d. Select the Sub-accounts that will receive Transfers

Sub-Account	Transfer Amount	Sub-Account	Transfer Amount
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

**8 Replacement** Will the proposed contract replace any existing annuity or life insurance? ☒ Yes ☐ No. If yes, list company name, plan and year issued in box 12.

**9 Maturity Date (Optional)** The maturity date shall be the policy anniversary nearest the Annuitant's attainment of age 85 for non tax-qualified plans (age 70-1/2 for tax-qualified plans) unless earlier age noted as follows: \_\_\_\_\_

**10 Statement of Additional Information** - If desired, please check here ☐

**11** ☐ Check here if \$35 Annual Administrative Charge is to be paid in cash, rather than deducted automatically.

**12 Miscellaneous Instructions/Comments**  
PHOENIX HOME LIFE - SINGLE PREMIUM DEFERRED ANNUITY  
1-30-91

**13 Statement of Owner/Applicant and Annuitant**

All statements on this application are true to the best of our knowledge and belief. We agree that this application shall be part of the annuity contract. We hereby verify our understanding that all payments and values provided by the contract, when based on investment experience of the Phoenix Edge Series Fund, are variable and not guaranteed as to dollar amount. We acknowledge receipt of current prospectus for the Big Edge Plus and Phoenix Edge Series Fund.

Signed at BROOKLYN N.Y. On 2-20-97  
(CITY, STATE) (DATE)

Under penalty of perjury, I (the owner) certify that my Social Security/Taxpayer ID number is correct as it appears on this application.

Signature of Annuitant [Signature]

Signature of Owner/Applicant (if other than annuitant) \_\_\_\_\_

**14 Statement of Representative**

Will this contract replace any existing insurance or annuity? ☒ Yes ☐ No

This replacement is meant to be a tax-free exchange under Section 1035: ☐ Yes ☒ No If "yes", please give particulars above in #12.

The Agent hereby certifies that the Applicant signed this application in his/her presence; he/she has truly and accurately recorded on the application the information supplied by the proposed annuitant; and that he/she is qualified and authorized to discuss the contract herein applied for.

William R. Ryan  
AGENT'S SIGNATURE

**15 Representative Information**  
(Please type or print)

Representative's Name WILLIAM R. RYAN DATE 2-20-97

Insurance Agency (if other than broker/dealer) PHOENIX HOME LIFE (MEMBER) Rep # 59617

Branch Office Address (Street) 388 - 7<sup>th</sup> AVE Branch # (if any) A050  
44<sup>th</sup> FL

(City, State, Zip Code) N.Y. 10106

Broker/Dealer (Name, City, State) W.S. GRIFFITH Rep. Tel. No. (212) 246-4100  
N.Y.

Send completed application - with a check payable to Phoenix Home Life to: Variable Products Operations, Phoenix Home Life Mutual Insurance Company, 101 Munson Street, P.O. Box 942, Greenfield, MA 01302-0942.

# **EXHIBIT 3**



11/2/98

To Whom it May Concern

In the event of my death, all  
interests/ownership ~~will become~~ of  
the condo unit [REDACTED]  
in Bklyn will become Judy Monteserato.  
(The love of my life).



Witnessed. 11/2/98 by

Rosemarie Shattuck

Sworn before me this 2nd day  
November 1998

VENA CAMPAGNINO  
Commissioner of Deeds  
City of New York No. 22886  
Certificate Filed in New York County  
Commission Expires June 1, 1999

Vena Campagnino

# **EXHIBIT 4**

LAW OFFICES OF  
**ALFRED CAVALLARO**  
ROCKEFELLER CENTER  
630 FIFTH AVENUE  
SUITE 2162  
NEW YORK, NEW YORK 10111

**ALFRED CAVALLARO**  
MEMBER OF  
NEW YORK BAR  
NEW JERSEY BAR

TELEPHONE 212-977-3535  
TELECOPIER 212-247-5202

September 27, 2002

Ms. Judy Monteserrato  
[REDACTED]

Brooklyn, New York [REDACTED]

Re: Deed

Dear Ms. Monteserrato:

Enclosed herewith is the original recorded deed transferring the property located at [REDACTED] Brooklyn, New York [REDACTED] into your name. The deed was recorded in the Office of the City Register of the City of New York On July 1<sup>st</sup>, 2002, in Liber 5695, Page 1235.

Should you have any questions or comments, please feel free to contact our office.

Very truly yours,

  
Erica L. Blaubeux  
Paralegal

:elb  
Enclosures

REEL 5695 PG 1235

## CITY REGISTER RECORDING AND ENDORSEMENT PAGE

COUNTY OF KINGS

THIS PAGE FORMS PART OF THE INSTRUMENT

TOTAL NUMBER OF  
PAGES IN DOCUMENT  
INCLUDING THIS PAGE 3

Block <u>      </u>	Lots - ONLY IF ENTIRE LOT <u>      </u>	Partial Lots <u>      </u>
Premises <u>      </u>	NAME <u>ALFRED CAVALLARO, ESQ.</u>	P/O <u>      </u>
Title/Agent Company Name <u>TRADITIONAL ABSTRACT</u>	ADDRESS <u>630 S AVENUE</u>	
Title Company Number <u>TRAD CTY 311</u>	CITY <u>NY</u> STATE <u>NY</u> ZIP <u>10111</u>	
NAME & ADDRESS	PARTY 1 <u>ROSEMARIE SBARBARO ADMINISTRATRIX</u>	
	ADDITIONAL PARTY 1 <u>      </u>	
	PARTY 2 <u>JUDITH C. MONTECERRATO</u>	
	ADDITIONAL PARTY 2 <u>      </u>	

CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY ☐

CITY REGISTER'S USE ONLY - DO NOT WRITE BELOW THIS LINE

Examined by (s):       

Mtge Tax Serial No.	
Mtge Amount	\$
Taxable Amount	\$
Exemption (✓) YES <input type="checkbox"/> NO <input type="checkbox"/>	
Type: [339EE] [255] [OTHER <u>      </u> ]	
Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]	
TAX RECEIVED ON ABOVE MORTGAGE ▼	
County (basic)	\$
City (Add'l)	\$
Spec Add'l	\$
TASF	\$
MTA	\$
NYCTA	\$
TOTAL TAX	\$
Apportionment Mortgage (✓) YES <input type="checkbox"/> NO <input type="checkbox"/>	

City Register Serial Number <u>081186</u>	
Indexed By (s): <u>      </u>	Verified By (s): <u>      </u>
Block(s) and Lot(s) verified by (✓):	
Address <input type="checkbox"/>	Tax Map <input checked="" type="checkbox"/>
Extra Block(s) <u>      </u>	Lot(s) <u>      </u>
Recording Fee <u>A</u> \$ <u>32</u>	
Affidavit Fee (C) \$ <u>0</u>	
RPTT Fee (R) \$ <u>25</u>	
HPD-A <input checked="" type="checkbox"/> HPD-C <input type="checkbox"/>	
New York State Real Estate Transfer Tax ▼	
\$ <u>0</u>	
Serial Number <u>023487</u>	
New York City Real Property Transfer Tax <u>13543</u>	
Serial Number <u>      </u>	

DEED 0214

32.00

LIVELY CHAS SEC 27 147 TIME  
3-1 7:13:10 11-02 10:59

FOLD

JUL 01 2002  
9:12ARECORDED IN THE OFFICE OF THE CITY REGISTER  
OF THE CITY OF NEW YORK

*[Handwritten signature]*

*[Handwritten signature]*

CRGFM89N.BPG 04/00

45 - H - 002

2002 JUL -1 A 9:12

Form 8005-B (3/00) 12-70-6M— Administrator's Deed (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 25<sup>th</sup> day of March, 2002 and  
 BETWEEN  
 ROSEMARIE SBARBARO, residing at [REDACTED] Staten Island, New York [REDACTED]

as administrator (trix) of the Estate of JOHN SBARBARO,  
 late of [REDACTED] Brooklyn, New York [REDACTED]

who died intestate on the 11th day of September, 2001 and  
 party of the first part, and

JUDY MONTESERRATO, residing at [REDACTED] Brooklyn, New York [REDACTED]  
 JUDITH C.

party of the second part,

WITNESSETH, that whereas [REDACTED] letters of administration were issued to the party of the first part  
 by the Surrogate's Court, Kings County, New York, on January 7, 2002 and by virtue  
 of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

Ten (\$10.00) dollars,

paid by the party of the second part, does hereby grant and release unto the  
 party of the second part, the distributees or successors and assigns of the party of the second part forever.

~~ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the~~

ALL that certain piece or parcel of real property, with the improvements therein contained, situate and being a part of  
 a condominium in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as  
 [REDACTED] together with a 5.5414% percent undivided interest in the common elements of the condominium  
 hereinafter described as the same is defined in the Declaration of Condominium hereinafter referred to.

The real property above described is a Unit shown on the plans of a Condominium prepared and certified by DiFiore,  
 Giacobbe & Associates, Registered Architects, and filed in the Office of the Register of the City of New York, Kings  
 County on the 6th day of May, 1988 as Map 4698 defined in the Declaration of Condominium entitled [REDACTED]  
 [REDACTED] made by [REDACTED] under Article 9-B of the New York Real Property Law  
 dated March [REDACTED], 1988 and recorded in the office of the Register of New York City, Kings County on the 6th day of  
 May, 1988, in Reel 2211 at page 2258 covering the property therein described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City  
 and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of [REDACTED] distant 347 feet 8 1/2 inches southeasterly from the  
 corner formed by the intersection of the southwesterly side of [REDACTED] and the southeasterly side of 3rd Avenue;  
 RUNNING THENCE southeasterly along said southwesterly side of [REDACTED] 83 feet 11 1/2 inches;

THENCE southeasterly at right angles to said [REDACTED] 116 feet 5 1/4 inches;

THENCE northwesterly along a line forming an interior angle of 89 degrees 14 minutes 47 seconds with the last  
 mentioned course 83 feet 11 1/2 inches;

THENCE northeasterly along a line forming an interior angle of 90 degrees 45 minutes 13 seconds with the last  
 mentioned course, 115 feet 4 1/2 inches to the southwesterly side of [REDACTED] at the point or place of BEGINNING.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions,  
 by-laws, rules, regulations and easements all as set forth in the Condominium Documents filed and recorded as  
 aforesaid.

SAID premises being known as [REDACTED] at premises [REDACTED] Brooklyn, New York.

This condominium unit is for personal use only.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above  
 described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent  
 had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to  
 convey or dispose of, whether individually, or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of  
 the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises  
 have been incumbered in any way whatever, except as aforesaid.

Subject to the trust fund provisions of section thirteen of the Lien Law.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Signature]

[Signature]  
 ROSEMARIE SBARBARO-Administratrix  
 of the Estate of John Sbarbaro



REEL 5695 PG 1237

Acknowledgement taken in New York State

State of New York, County of Kings

ss:

On the 10<sup>th</sup> day of March in the year 2002, before me, the undersigned, personally appeared

ROSEMARIE SBARBARO

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

**VENA CAMPAGNINO**  
Commissioner of Deeds  
City of New York No. 22886  
Certificate Filed in New York County  
Commission Expires June 1, 2004

*Vena Campagnino*

Acknowledgement by Subscribing Witness taken in New York State

State of New York, County of

ss:

On the day of , in the year , before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he/she/they reside(s) in

that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Title No.:



The Judicial Title Insurance Agency LLC

New York City  
888 Seventh Avenue, Suite 300  
New York, NY 10106  
800-281-TITLE (8485)  
Tel: (212) 432-3272  
Fax: 800-FAX-9396

Westchester  
550 Mamaroneck Avenue  
Suite 202  
Harrison, NY 10528  
Tel: (914) 381-6700  
Fax: (914) 381-3131

132 South Highland Avenue  
Suite 202  
Ossining, NY 10562  
Tel: (914) 923-2300  
Fax: 800-FAX-9396

Acknowledgement taken in New York State

State of New York, County of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Acknowledgement taken outside New York State

\* State of , County of , ss:  
\* (or insert District of Columbia, Territory, Possession or Foreign Country)

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

DISTRICT

SECTION

BLOCK

LOT

COUNTY OR TOWN KINGS COUNTY

RETURN BY MAIL TO:

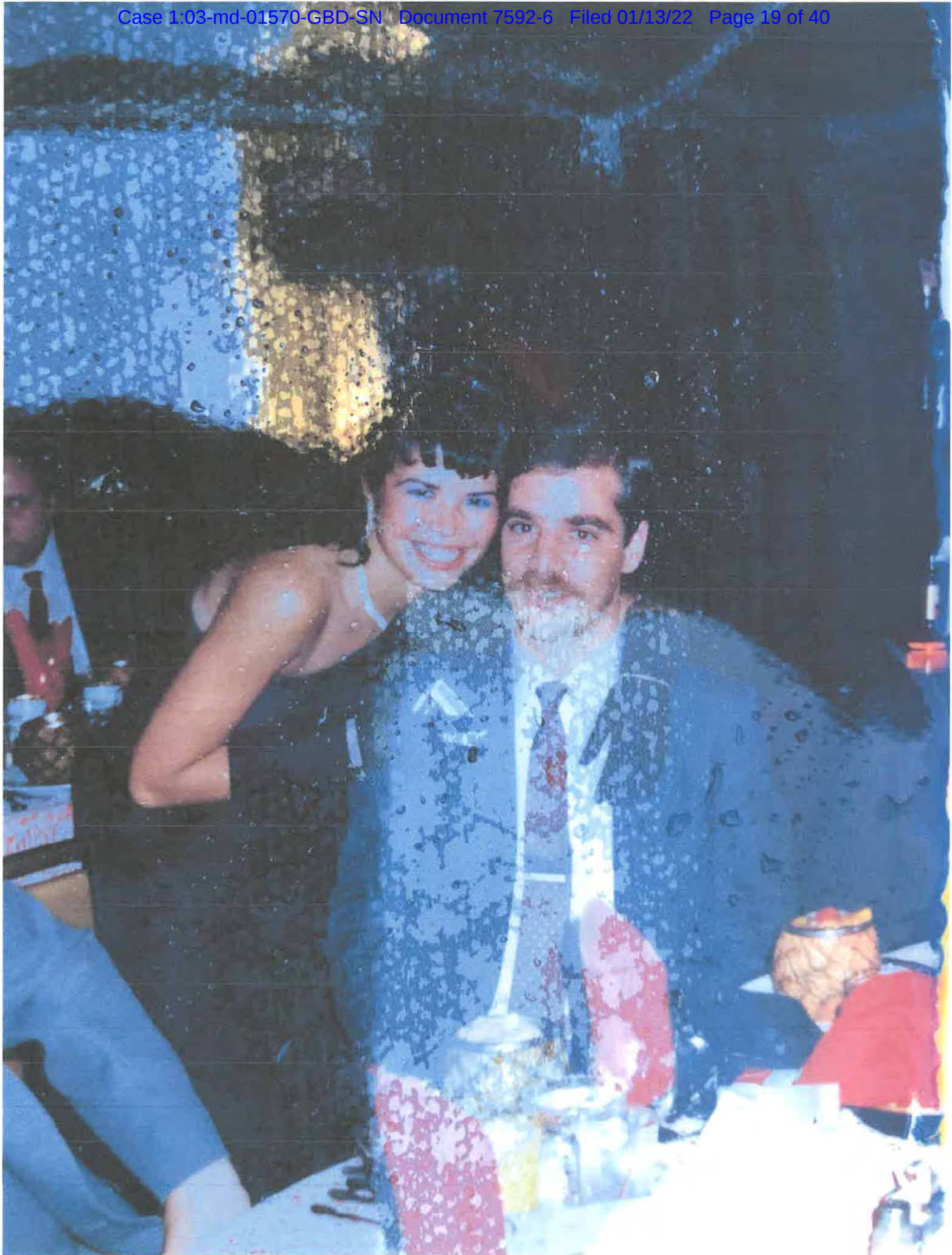
Law Offices of Alfred Cavallaro  
630 Fifth Avenue  
Suite 2162  
New York, New York

Zip No. 10111

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

# **EXHIBIT 5**











document 7592



document 7592



document 7592

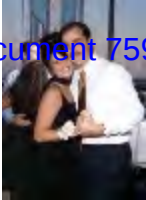




document 7592



document 7592



document 7592



document 7592



document 7592



document 7592



document 7592



document 7592





# **EXHIBIT 6**



## 9/11 MEMORIAL

### COBBLESTONE SPONSORSHIP CERTIFICATE

John Sbarbaro

The National September 11 Memorial & Museum is honored to include you among our supporters. A cobblestone sponsored in your name will permanently line the Memorial at the World Trade Center.

Your cobblestone brings us one step closer to completing this national tribute - a place of remembrance, reflection and learning for generations to come.

Out of respect for the victims of the attacks of September 11, 2001, and February 26, 1993, cobblestones will not be inscribed with donor names. To locate your cobblestone, you will enter your name at a kiosk located on the Memorial Plaza.

*I purchased a cobblestone in memory of John ♥*

# EXHIBIT 7



# **EXHIBIT 8**

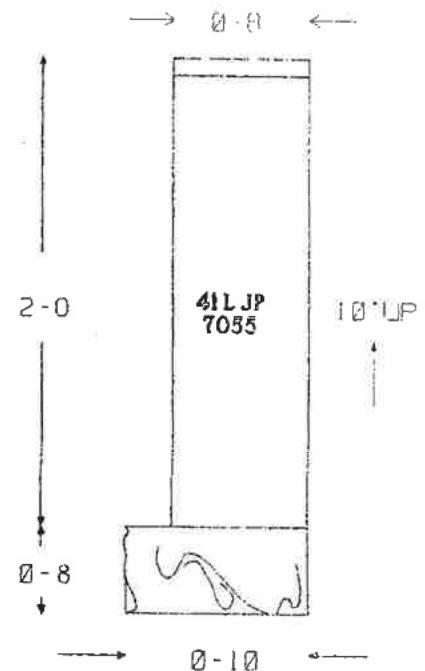
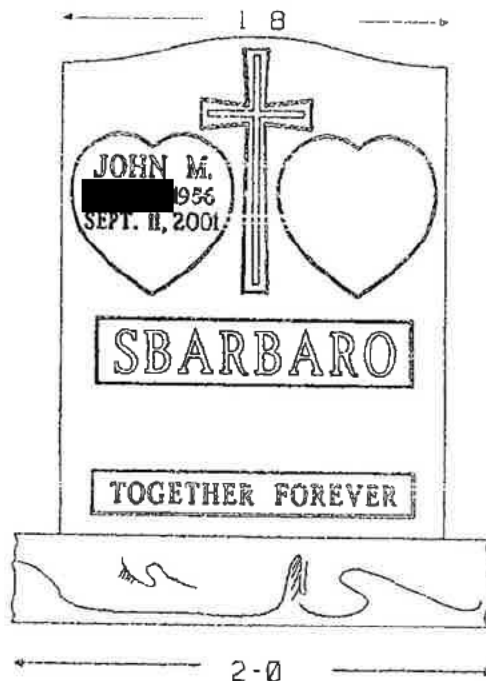
Dear Valued Customer, \_\_\_\_\_

Please carefully inspect the drawing below. Call us if you have any problems or questions. If the drawing meets your approval, sign this form and return it.

Please also forward \$675 which is due at this time.

The drawing is a scaled image of the original blue-print from which your stone will be cut.

Your signature Judy C. Montsenato





**Holy Family Monuments**

Southern State Parkway, Exit 34  
 New Highway - Opp. St. Charles Cemetery  
 P.O. Box 59 - Farmingdale, NY 11735  
 1-631-694-4830

Date 3-30-2002 Phone # 718-380-0225

Purchaser JUDY C. MONTESEIRATO

Address [REDACTED]

Surname SBARBARO

First Name JOHN M.

Born [REDACTED] 1956 Died SEPT 11, 2001

☒ Dates Under First Name

☐ On One Line

T. of E. NONE

Epitaph TOGETHER FOREVER

Die 1-8 x 8 x 2-0

Size

Base 2-0 x 6-10 x 0-8

Die ALL POLISHED

Finish

Base PIST VS BAK B/RIP

Letters Surname 4/5

Epitaph 4/5

First Name 4/5

Dates 4/5

☐ Large Panel

☒ Individual Panels

Would you like a larger Monument if permitted ?  
 Yes ☐ No ☒

Design:

STANGENELLI CROSS

**WILL MAIL**

☐ Deed  
☒ Application  
☒ Affidavit  
☐ Fd. Fee  
☒ Payment  
☒ Order

Section 41

Range L-JP

Grave 7055

Cemetery ST CHARLES

Date Deceased 9-11-2001

1 # of future burials

Color RED

Granite Monument erected according to the rules and regulations of the cemetery for the

Sum of	<u>1395</u>
Cemetery Fdt. Fee (Payable to Cemetery)	<u>60</u>
Sales Tax	<u>—</u>
Total	<u>1455</u>
Deposit	<u>100</u>
Balance	<u>1355</u>



Cancelled orders are subject to a cancellation charge of 20% of total price.

**ALL WORK GUARANTEED**

**FIRST-CLASS WORKMANSHIP**

IT IS UNDERSTOOD AND AGREED that the title and ownership of the above described Monument shall be and remain possession of HOLY FAMILY MONUMENTS, until paid in full. Not responsible for delays due to strikes, acts of God or pouring of foundations by cemetery personnel.

TOTAL COST \$ 1455 DEPOSIT \$ 100

BALANCE \$ 1355

Purchaser JUDY C. MONTESEIRATO

By [Signature]

Purchaser reserves the right to cancel this order within three days from above date.

We reserve the right to cancel this order within 30 days of above date.

1-1/2% monthly interest (or 18% per year) will be added to the unpaid balance, commencing the date the monument is complete and ready to be installed.

# CATHOLIC CEMETERIES

R. OF B. 1,300.00  
E / C 650.00

ST. CHARLES  
CEMETERY

Owned and Operated by  
THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, NEW YORK  
80-01 Metropolitan Avenue, Middle Village, New York 11379

No. 313763

## CERTIFICATE OF RIGHT OF BURIAL

THIS IS TO CERTIFY, that

MONTESERRATO

JUDY C.

residing at

BROOKLYN

NY

is the Proprietor of Right of Burial with Endowed Care in and to

SECTION: 041 R/R: L PLOT: ST. JOHN-ST. PAUL  
GRAVE(S): 7055  
1 GRAVE(S) 36" W x 108" L

in the above Cemetery subject to the following conditions, terms and limitations AND those stated on the reverse of this Certificate and in the rules and regulations of the Cemetery as same may be modified from time to time.

### TERMS AND CONDITIONS

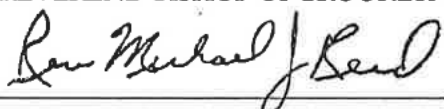
1. A plotholder (cryptholder) is subject to the Rules and Regulations for Cemeteries of the Roman Catholic Diocese of Brooklyn, New York. Said Rules and Regulations shall be deemed a part of these Terms and Conditions. The Rules and Regulations may be changed from time to time and the same shall be binding upon the plotholder (cryptholder) without notice. A copy of the Rules and Regulations is available at any office of the Cemeteries of the Roman Catholic Diocese of Brooklyn, New York. Likewise, the plotholder (cryptholder) is subject to all rules and disciplines of The Roman Catholic Diocese of Brooklyn, New York (hereinafter referred to as Diocese) now or hereafter existing in respect to the government of the aforesaid Cemetery as construed by the ecclesiastical authorities of such Diocese.
2. The Certificate of Right of Burial shall not be construed to grant any other right or privilege whatsoever other than the Right of Burial in the above grave(s)/crypts; and shall in no way convey any right, title and interest in and to the land itself (in-ground gravesite), or structures themselves (cryptsites); that the said right shall not extend to the burial of any deceased person who shall have departed this life not fully in communion with the Roman Catholic Church; and the Certificate is issued with the expressed understanding that no disinterment or removal within the cemetery shall be allowed except for a good reason and then with the written approval of the Cemetery Authorities, in their sole and absolute discretion, and the written authorization of the certificate holder(s) or any other necessary person all in accordance with any civil and Church laws. No disinterment or removal from the cemetery shall be allowed except for a good reason and then upon order of a court of competent jurisdiction in accordance with applicable civil and Church laws.
3. The ownership of this Certificate of Right of Burial issued hereunder shall not be assignable nor transferable without the prior approval in writing of the Diocesan Director of Cemeteries. Said approval shall be in the sole and absolute discretion of the Diocesan Director of Cemeteries.
4. No interment shall be made of any person without the authorization of the plotholder (cryptholder), in accordance with the Rules and Regulations of the Cemetery, or, if the plotholder (cryptholder) is deceased, without the authorization of other such person(s) who are owners of the Right of Burial.
5. The monies received for endowment shall be placed in an endowment fund and the income/interest of such shall be used for the maintenance, care and general embellishment of the above designated grave(s) and the cemetery. The cemetery shall not be responsible for nor shall this endowment apply to either the maintenance, care and improvement of any memorial, monument, grave marker, sarcophagus, private mausoleum crypts, vaults, inscriptions or any other object which would mark or designate a grave or, private plantings. The endowment fund shall be managed in accordance with the New York State Management of Institutional Funds Act, as it shall be amended from time to time.

IN WITNESS WHEREOF, the Diocese has caused these presents to be signed by its duly authorized agent this  
1ST day of APRIL 2002 A.D.



THE ROMAN CATHOLIC DIOCESE  
OF BROOKLYN, NEW YORK  
THOMAS V. DAILY, D.D.

MOST REVEREND BISHOP OF BROOKLYN

By   
REV. MICHAEL J. REID  
Diocesan Director of Cemeteries